

தமிழ்நாடு तमिलनाडु TAMILNADU

L. Kirrebakaran Thenthi Kirmbakaran

TRUST DEED

T. KASTHURI BAL STAMP VENDOR L.No. 11727/92 Virugambakkam, Chennal-92 Ph: 23762424

This deed of trust made this the 12<sup>th</sup> of May 2014 between Mrs. Shanthi Kirubakaran, Wife of Mr. L. Kirubakaran, aged about 45 years, residing at "Aadhithya house", No. 64/33, 5th main road, Natesan nagar, Virugambakkam, Chennai - 600 092, hereinafter called the "SETTLOR" (Which express shall unless excluded by or repugnant to context be deemed to include her executors, administrators and representatives) of the one part.

#### AND

(1) Mr. L Kirubakaran, (I.D. Proof being: Family Card No. U1/W/0008533) Son of V. Lakshmanan, aged about 48 years, residing at "Aadhithya house" No. 64/33, 5th main road, Natesan nagar, Virugambakkam, Chennai - 600 092, (2) between Mrs. Shanthi Kirubakaran, (I.D. Proof being: D.L. No. TN10 20080009673) Wife of L. Kirubakaran, aged about 45 years,

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L. Kirubakaran Shanthi Kirubakaran T. KASTHURI BAL STAMP VENDOR L.No. 11727/92

Ph 93762424

residing at Aadhithya house, No. 64/33, 5th main road, Natesan nagar, Virugambakkam, Chennai - 600 092, herein above are herein after jointly referred to as "TRUSTEES" (Which expression shall unless excluded by or repugnant to the context be deemed to include the Trustee or Trustees for the time being of these present and the successors in office) of the other part.

### WHEREAS:

- (a) The SETTLOR in desirous of establishing a Fund for public charitable objects: and
- (b) The TRUSTEES have at the request of the settlor agreed to act as the first trustees of these presents as testified by their being parties to and executing these presents.

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L. Kimbakaran Thenthi Kimbakaran

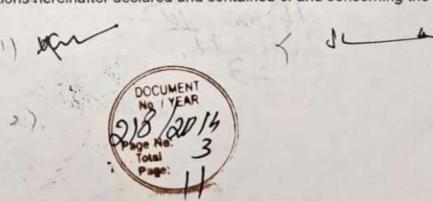
(3)

T. KASTHURI BAI
STAMP VENDOR
L.No. 11727/92

Virugambalkam, Chennal-92 Ph: 23752424

# NOW THIS INDENTURE WITNESSTH AS FOLLOWS:-

(1) In order to effectuate his said desire the SETTLOR has handed over to trustees a sum of Rs. 1000/- (One thousand only) to hold and stand possessed for the same (hereinafter for brevity's sake referred to as "Trust Fund" which expression shall also include cash and any other property and investments of any kind whatsoever into which the same or any part thereof might be converted, involved or varied from time to time or such as may be acquired by the Trustees or come to their hands by virtue of these presents or by operation of law or otherwise however in relation to these presents ) upon the Trust and with and subject to the powers, provisions, agreements and declarations hereinafter declared and contained of and concerning the same.



- (2) The name of the Trust shall be "SHANTHI KIRUBAKARAN EDUCATIONAL TRUST".
- (3) The objects for which the Trust Fund is established are education, relief to the poor, medical relief and advancement of any other charitable objects of general public utility not involving the carrying on of any activity for profit and for such purposes.
- (a) To establish, support, acquire, run and /or grant aid and other financial assistance to schools, colleges, libraries, reading rooms, hostels, boarding houses, laboratories and other institutions of like nature at any place or places in the Indian Union for use of the students and the staff and also generally for the development and/or advancement of education and diffusion of knowledge amongst the public in general.
- (b) To establish, maintain and/or run studentships, scholarships ad render other kind of aid to individuals including supply of medicines books, stipends, medals land other incentives to study, without and distinction of caste, colour or creed.
- (c) To grant aid, to promote, establish, support and/or maintain institution for the promotion of Science Literature, Music, Drama and Fine arts, for the preservation of old historical monuments and for the research and other institution having similar objects for the benefit or the public in general.
- (d) To do any other act for the advancement of general public utility not involving the carrying on of any activity for profit without distinction of caste, colour or creed.
- (4) The Trustees shall cause true and accurate accounts to be kept of all moneys received and spent and of all matters in respect thereof in the course of management of Trust properties or in relation to the carrying out or the objects and purposes of the Trust as well as of all assets.

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- (5) For the furtherance of the objects of the Trust and in accordance with the provisions of the Income – tax Act, for the investment or use of Trust Funds, for the time being in force, the Trustees will have the following powers:
- (a) To accept any donations, contribution, grant or subscription in cash or in kind from any person, body or personal body of persons or trust, with or without conditions.
- (b) To apply the whole or part of the income of the trust Fund or accumulation thereof or whole or part of the Trust Fund to any one or more of the objects of the Trust as the Trustees may in their discretion from time to time determine.
- (c) To convert and deal with the Trust property and/or to carry on the investments for the time being.
- (d) To borrow or raise or secure payments of moneys and also to lend money either with or without security.
- (e) To sell, dispose of, alienate or otherwise deal with any property comprising the Trust Fund.
- (f) To open account in the name of the Trust, Trustees and/or Institutions run/conducted by the Trust with a Bank or Banks, to operate such account and to give instructions to the Bank and to provide for opening and operation of such account by one or more of the Trustees or by an agent appointed by the Trustees.
- (g) To appoint or make provision for the appointment of any person (including all or any of the Trustees and committees or administrators or Managing Trustees or otherwise) for the purpose of the administration of the Trust in such manner and subject to such rules and regulation as the Trustees may prescribe and also to appoint or provide for the appointment of separate Trustees to hold any Fund or investment subject to the provisions of this Deed in such manner and subject to such rules and regulations as the Trustees may from time to time think fit.

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- (h) To make, vary, alter or modify schemes, rules and regulations for carrying out the objects of the Trust and for the management of the management of the affairs thereof and/or running any institution in furtherance of the objects of the Trust and otherwise for giving effect to the objects of the Trust.
- (i) To start, abolish, discontinue and restart any charity or charitable institutions for the benefit of general public and to impose any conditions to any subscription or donation made by them.
- (j) To set apart and/or allocate the whole or part of the income or the corpus of the Trust Fund or part thereof for any of the objects of the Trust.
- (6) The Trustees shall be chargeable only for such moneys, stocks, shares and funds as shall actually come into their hands and a Trustee shall not be answerable or accountable for neglect, default, acts or omission or commission of the other Trustees, not of any banker or other person with whom the Trust properties or any securities may have been deposited or kept.
- (7) The number of the Trustees shall not be less than two and more than seven. If the number of the Trustees shall below two, the Trustees shall not, except for the purpose of filling any vacancy act so long the number is below the said minimum.
- (8) The Trustees for the time being will be at liberty to appoint additional Trustees within the number mentioned above, for such period or on such terms as to retirement and re-appointment, as the trustees for the time being consider proper. If any Trustees dies, retires, becomes unfit or incapable to act, the continuing or surviving Trustee or Trustees will be competent to appoint a Trustee in place of the Trustees dying, retiring or becoming unfit or incapable to act.
- (9) Every Trustees will be at liberty to resign on giving one month's notice of his intention to do so.
- (10) The Trustees may from time to time frame rules for the conduct and regulations of the meetings of Trustees. In the absence of such regulations:

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- (a) Two Trustees shall form a quorum for a meeting of the Trustees.
- (b) All matters will be decided mutually by the Trustees.
- (11) The Trustees shall have the power and their uncontrolled discretion, instead of acting personally, to employ and pay and agent (including any Bank) to transact any business or to do any act whatsoever in relation to the Trusts of these presents, including the receipt and payment of moneys without being liable for loss, and shall be entitled to be allowed and paid all charges and expenses incurred thereby.
- (12) The Trustees may delegate in writing all or any of his/her powers under these presents to his nominee, who will be entitled to so long as such nomination remains in force, to exercise such power or powers in the same manner as the Trustees himself could do personally.
- (13) It shall be lawful for the Trustees to settle all accounts and to compromise, compound, abandon or refer to arbitration any action or proceedings or disputes, claim, demand, or things, roper for such purpose without being responsible for any loss occasioned thereby.
- (14) It shall be lawful for the Trustees to borrow moneys either or the security of any property comprised in the Trust Fund or otherwise for all or any of the purposes of these presents, and it shall be lawful for the Trustees to make such borrowings on payment of such interest and otherwise on such terms and conditions as they may in their absolute discretion think fit.
  - (15) It shall be lawful for the Trustees:
- (a) To establish, promote, manage, organise or maintain or to assist in establishing, promoting, managing, organising, or maintaining any branch of the Trust or any other Trust or its branch with objects similar to those of this Trust and to promote or carry on the affiliation or and engagements of this Trust to any one or more of the Trust, societies, institutions or associations with which this Trust is authorised to amalgamate.



- (16) The accounting year of the Trust shall be ending on every June 30 th the first year of which shall be 30 th June 2014.
- (17) The accounts of the Trust shall be audited annually by a qualified Chartered Accountant who shall be appointed by a decision of the Trustees.
  - (18) These Trust Funds shall be and remain irrevocable for all times.
- (19) The office of the Trust shall be situated at "Aadhithya house" 64/33, 5th main road, Natesan nagar, Virugambakkam, Chennai 600092.
- (20) It is expressly declared that no part of the Trust property or its income or Trust Fund shall be supplied for any a purpose outside India or for any a purpose which is not a public charitable purpose in law and all provisions hereof shall be construed accordingly.

IN WITNESS WHEREOF the parties hereto have hereunto seen and subscribed their respective hands, the day, month and the year first herein above written.

## WITNESSES:

1) Sangal. (B. SUGANYA)
W/O S. Bastaran.
271-14 Il Main Road,
Natasa Nagar,
Viruganbakkam, Chanai -92

Viruganbakkam, Chennai -92. 2) 20 (V. RAJARAMAN)

SID. R. VELU.

D.3. Staff Quarters

Velammal Engineering college

Chennai - 66.

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SETTLOR & Trustee No.(2)

TRUSTEES

Druffed by! -

Mrs. R. DURGA RANI, M.L., ADVOCATE Na.5/3, 1st Main Road, Venkata Subramanian Nagar, Valsaravakkam, Chennai - 500 067.

## 218/2014/BK4

# 218/2014/AXA

Presented in the Office of SUB REGISTRAR of Virugambakkam and fee of Rs. 160 paid between hours of and \_\_\_\_\_\_\_\_ on 12/05/2014 by

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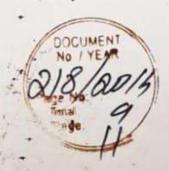
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Name: SUGANYA B

W/o BASKARAN

271-H 2ND MAIN ROAD, NATESAN NAGAR

VIRUGAMBAKKAM CH

92

Sale USO 670

Name : RAJARAMAN V

S/o VELU

D3, STAFF QTRS., VELLAMMAL ENG., COLLEGE, CH 66

12th day of May 2014

SUB REGISTRAR

Virugambakkam

Registered as No 218 of 2014 of Book IV

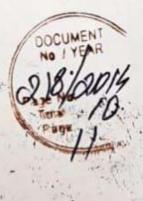
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SUB REGISTRAR Virugambakkam









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